

## Complaint Exhibit 4

22117154

### FACILITY SHEET

#### (OPERATING LINE OF CREDIT 1)

This Facility Sheet (as may be amended, modified or supplemented from time to time, referred to herein as this "Facility Sheet") is dated as of May 14, 2020 and is with regard to Facility Loan No. 22117154 between JOSEPH RANDALL ELLER ("Randall Eller"), an unmarried person who is not part of a civil union or domestic partnership and WESCOR FARMING, LLC, a Virginia limited liability company ("Wescor Farming, LLC") (Randall Eller and Wescor Farming, LLC are herein individually and collectively, "Borrower") and RABO AGRIFINANCE LLC, a Delaware limited liability company ("Lender") and hereby supersedes any and all previous facility sheets that governed this obligation.

Parties and Lender have entered into a Master Credit Agreement ("MCA") dated June 3, 2019 which may include schedules, addendums, and exhibits thereto. The MCA incorporates by reference and includes a Schedule of Definitions and Covenants ("Schedule of Definitions and Covenants") dated of even date with the MCA and any Applicable Obligor Covenant Schedule. Borrower agrees that Borrower has received and reviewed the Schedule of Definitions and Covenants and any Applicable Obligor Covenant Schedule. All terms, covenants, conditions and restrictions set forth in the MCA are incorporated herein by reference as if fully set forth herein. Capitalized terms contained in this Facility Sheet are used as defined in the Schedule of Definitions and Covenants and any Applicable Obligor Covenant Schedule. Some or all of the capitalized terms defined in the Schedule of Definitions and Covenants are used in this Facility Sheet as so defined and the terms of such Schedule of Definitions and Covenants are incorporated by reference into this Facility Sheet for purposes of so defining the capitalized terms that are used in this Facility Sheet in accordance with the Schedule of Definitions and Covenants. To the extent any term is defined in the Schedule of Definitions and Covenants but is not used in this Facility Sheet or any amendment, modification or supplement to this Facility Sheet, such term shall be deemed to be disregarded, of no meaning and without any effect. Except as otherwise defined in this Facility Sheet, the MCA or in the Schedule of Definitions and Covenants, or unless the context otherwise requires, each term that is used in this Facility Sheet which is defined in Article 9 of the UCC shall have the meaning ascribed to that term in Article 9 of the UCC.

Borrower requests that Lender make a Loan pursuant to this Facility Sheet. Lender agrees to make such Loan, subject to the terms and conditions of this Facility Sheet, the MCA and the Schedule of Definitions and Covenants.

### ARTICLE 1 - PRINCIPAL LOAN TERMS

This Facility Sheet is made and entered on the following Loan terms:

**1.01 Loan Type.** The Loan Type being made pursuant to this Facility Sheet is as follows: Operating Line of Credit 1

**1.02 The Operating Line of Credit 1.** Lender shall extend credit from time to time during the period from the Closing Date to the Operating Line of Credit 1 Maturity Date (that period, including extensions, if any, the "Operating Line of Credit 1 Advance Period") by making Loans to Borrower (each such loan) on a revolving basis.

**1.03 Maximum Amount.** The aggregate unpaid principal balance of the Operating Line of Credit 1 must not exceed the lesser of: (i) \$10,000,000.00 or (ii) the Operating Line of Credit 1 Borrowing Base ("Operating Line of Credit 1 Maximum Amount").

**1.04 Borrowing Base.**

(a) "Operating Line of Credit 1 Borrowing Base" means the sum of:

- (i) 80% of Eligible Accounts Receivable; plus
- (ii) 75% of the Eligible Cattle Value of Eligible Cattle; plus
- (iii) 100% of the Eligible Demand Deposit Accounts; plus
- (iv) 75% of the Value of Eligible Feed and Grain Inventory; plus
- (v) 100% of Eligible Investment in Growing Crops; plus
- (vi) 100% Related Payables and Liabilities; minus
- (vii) 100% Book Overdraft/Outstanding Pending Transactions

(b) The Operating Line of Credit 1 Borrowing Base for purposes of the initial Loan will be determined by the most recent Borrowing Base Certificate received by Lender, subject however, to adjustments by Lender consistent with this agreement. The Operating Line of Credit 1 Borrowing Base for purposes of subsequent Loans will be determined by Borrower, subject however, to adjustments by Lender consistent with this agreement. Each Loan Request for the Loan will be deemed a representation by Borrower to Lender that the unpaid principal balance of the Line of credit after the requested Loan will not exceed the maximum amount of the Line of credit under this agreement. Notwithstanding the provisions of this section to the contrary, Lender may as a precondition to any Loan require Borrower to deliver to Lender a current Borrowing Base Certificate.

**1.05 Loans under the Operating Line of Credit 1.** Loans under the Operating Line of Credit 1 are subject to Article 3 below. The Operating Line of Credit 1 Loan must be used only for supporting cattle operation.

**1.06 Revolving Nature.** The Operating Line of Credit 1 is a Revolving Line of Credit; and during the Operating Line of Credit 1 Advance Period, subject to the terms and conditions of this Facility Sheet, Borrower may repay principal amounts and reborrow them.

**1.07 Interest Rate.** The unpaid principal balance of Loans under the Operating Line of Credit 1 will bear interest at a rate equal to the one month LIBOR plus 2.750% per annum, Adjusted on the first day of each month but in no event shall the calculated interest rate under this section be less than zero.

**1.08 Required Payments; Maturity Date.**

(a) Borrower shall pay accrued interest on the Operating Line of Credit 1 on September 1, 2019 and on the first day of each March, June, September and December after the Closing Date to the Operating Line of Credit 1 Maturity Date.

(b) The unpaid principal balance of, all unpaid accrued interest on, and other charges under this Facility Sheet with respect to the Operating Line of Credit 1, shall be paid on June 1, 2021 (the "Operating Line of Credit 1 Maturity Date").



1.09 **Prepayments.** Prepayments of the Operating Line of Credit 1 may be made at any time without Prepayment Fee or penalty.

1.10 **The Operating Line of Credit 1 Note.** Loans under the Operating Line of Credit 1 have been or will be evidenced by this Facility Sheet and a promissory note in a form provided by Lender (the "Operating Line of Credit 1 Note").

#### ARTICLE 2 - COVENANTS REGARDING THE LOAN TYPE MADE UNDER THIS FACILITY SHEET

2.01 **Loan Requests.** Each Loan will be made upon the request of Borrower. Each Loan Request (a) must comply with the notice requirements of Article 9 of the MCA; (b) at Lender's option, must be received by Lender before 12:00 noon (St. Louis, Missouri time) on a Business Day which is not less than one Business day prior to the date of the Loan; and (c) must specify the amount of the Loan. No Loan will be made if the Interest Rate for that Loan would exceed the Maximum Rate, or, subject to the terms of this section, if the amount would exceed the Operating Line of Credit 1 Maximum Amount thereof under the terms of this Facility Sheet. Each Loan Request will be irrevocable. Notwithstanding the provisions of this section to the contrary, Lender may approve Loan Requests for Loans which exceed the Operating Line of Credit 1 Maximum Amount thereof under the terms of this Facility Sheet. Each Permitted Over-Advance will, unless otherwise agreed by Lender, bear interest at the rate otherwise applicable to a Loan made pursuant to such Loan Request, and be subject to the provisions of Section 3.09 of the MCA requiring payment of principal and interest upon demand and all other terms and provisions of this Facility Sheet otherwise applicable to such Loan.

2.02 **Prepayments Generally.** Borrower shall have the option of making any Prepayment subject to payment of all amounts then due Lender under this Facility Sheet. Each Prepayment of a portion of the Loan will be applied to the most remote payment of the principal due under this Facility Sheet. If Lender receives any Prepayment which it is permitted to refuse, Lender may accept the Prepayment; except that Lender may, as a condition of acceptance, require the payment of interest which would accrue on the amount Prepaid through the date when Lender would be obligated to accept the Prepayment, or the date the principal amount Prepaid would be due under this Facility Sheet, whichever is earlier.

2.03 **Default Rate.** Upon the occurrence of an Event of Default, the principal balance of the Loan and, to the extent permitted by Applicable Law, all other Loan Obligations shall, from the date of the Event of Default until the date Lender notifies Borrower that it is waived or cured or all Loan Obligations are paid in full, bear interest at the Operating Line of Credit 1 Default Rate. Subject to the provisions of the Schedule of Definitions and Covenants and this Facility Sheet, the "Operating Line of Credit 1 Default Rate" means the rate applicable to the unpaid principal balance of the Operating Line of Credit 1 plus 10.000% per annum. Interest payable at the Operating Line of Credit 1 Default Rate shall be paid from time to time on demand, or if not sooner demanded, on the first day of each month. The provisions of this section may result in compounding of interest. The provisions of this section will neither constitute a waiver of any Event of Default nor require the declaration of an Event of Default.

#### ARTICLE 3 - CONDITIONS

3.01 **Conditions of the Loan.** Lender's obligation to make the Loan(s) is subject to the following conditions precedent:

- (a) Lender has received a Borrowing Base Certificate;
- (b) No Event of Default or event which, with the passage of time or the giving of notice would constitute an Event of Default has occurred and remains uncured; and
- (c) reimbursement of Lender's out of pocket expenses, including Legal Fees and any fees and costs payable by Lender as set forth in the MCA or any amendment, modification or supplement thereto, incurred in connection with the underwriting of the Loans or the Closing.

3.02 **Borrowing Base Certificate.** The initial Operating Line of Credit 1 Loan is subject to the additional condition precedent that Lender has received a Borrowing Base Certificate.

3.03 **Additional Loans.** Lender's obligation to make each additional Loan under this Operating Line of Credit 1 is subject to the condition precedent that on the Drawdown Date:

- (a) Lender shall receive a Loan Request;
- (b) the following statements are correct (and Borrower will be deemed to represent to Lender that those representations are correct) as of the Drawdown Date: (i) the representations and warranties in the Loan Documents are correct as though made on that date; (ii) no Event of Default or event which, with the passage of time or the giving of notice would constitute an Event of Default, has occurred and remains uncured or would result from the additional Loan; (iii) there has been no change in the financial condition of Borrower since the effective date of this Facility Sheet, that would have a Material Adverse Effect on Borrower; and (iv) the unpaid principal amount of all outstanding Loans under the Operating Line of Credit 1 facility under which those Loans are made, together with the amount of that additional Loan does not exceed the Operating Line of Credit 1 Maximum Amount thereof under the terms of this Facility Sheet;

#### ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

Until such time as all Obligations have been paid in full and Lender has no obligation to make any additional advance under the Loan, Borrower (or the Person or Persons being one or more of the Borrowers as may be specifically named in any of the following representations and covenants) agrees to and makes the following representations and covenants:

4.01 **Master Credit Agreement Representations.** Borrower re-makes and confirms all of Borrower Representations set forth in the MCA.

4.02 **Entire Agreement.** This Facility Sheet and the other Loan Documents, collectively: (i) represent the sum of the understandings and agreements between Lender and Borrower concerning this credit; (ii) replace any prior oral or written agreements between Lender and Borrower concerning this credit; and (iii) are intended by Lender and Borrower as the final, complete and exclusive statement of the terms agreed to by them.

4.03 **Covenants.** Borrower hereby makes and agrees to be bound by all of the Covenants as set forth on Schedule 1 attached hereto and made a part hereof.

4.04 **Reporting Requirements.** Borrower hereby makes and agrees to be bound by all of the Reporting Requirements as set forth on Schedule 2 attached hereto and made a part hereof.

4.05 **WAIVER OF PRIOR CLAIMS.** BORROWER WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND ITS MERGED PREDECESSOR, AG SERVICES OF AMERICA, INC., THE SUBSIDIARY OF SUCH PREDECESSOR,

AG ACCEPTANCE CORPORATION, AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS FACILITY SHEET, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION.

**4.06 Expenses.** The Borrower shall pay within ten (10) Business Days after demand from Lender, all costs and expenses incurred (or reimburse Lender for payment of) in connection with the preparation, execution, delivery, filing, and administration of this Facility Sheet (including, without limitation, Legal Fees incurred in connection with the preparation of this Facility Sheet and advising the Lender as to its rights, and the cost of any credit verification reports or field examinations of the Borrower's properties or books and records).

**4.07 State Specific Addendum.** The following state specific language is hereby added to this Facility Sheet as set forth on Schedule 3 attached hereto and made a part hereof.

**4.08 Counterpart Execution.** This Facility Sheet may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Facility Sheet transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Facility Sheet for all purposes; provided, however that Borrower shall promptly deliver an original signed copy of this Facility Sheet to Lender.

**BORROWER AND GRANTOR UNDER THE MASTER SECURITY AGREEMENT:**

Address for Notices:  
192 Summer St  
Jefferson, NC 28640

Address for Notices:  
407 Lumber Lane  
Independence, VA 24348

  
JOSEPH RANDALL ELLER


WESCOR FARMING, LLC, a Virginia limited liability company

By:   
JOSEPH RANDALL ELLER  
Sole Member

**LENDER:**

RABO AGRIFINANCE LLC

Address for Notices:  
14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attention: Loan Closing Department

By:   
Name: Mark R. Lowson II  
Title: VP

SCHEDULE 1

Covenants

Until such time as all Obligations have been paid in full and Lender has no obligation to make additional Loans: N/A



SCHEDULE 2

Reporting Requirements

**2.01      Reporting Requirements.** Borrower shall furnish to Lender:

- (a) no later than 30 days after the end of each Borrower fiscal quarter, a Borrowing Base Certificate current as of the end of that Borrower fiscal quarter;
- (b) promptly upon receipt, copies of all Notices, orders, or other communications regarding (i) any enforcement action by any Governmental Authority relating to health, safety, the environment, or any Hazardous Substances with regard to Borrower's property, activities, or operations, or (ii) any claim against Borrower regarding Hazardous Substances;
- (c) promptly upon Lender's request, all other books, records, statements, lists of property and accounts, budgets, forecasts, reports, records or other information pertaining to the condition or operations of Borrower requested by Lender.

SCHEDULE 3

STATE SPECIFIC ADDENDUM

1.01 **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

1.02 Business Loan. Borrower acknowledges that the proceeds of the Loan are primarily for agricultural, commercial, investment or business purposes, and are not for a consumer transaction.

# FACILITY SHEET

## (OPERATING LINE OF CREDIT 1)

This Facility Sheet (as may be amended, modified or supplemented from time to time, referred to herein as this "Facility Sheet") is dated as of June 4, 2021 and is with regard to Facility Loan No. 22117154 between JOSEPH RANDALL ELLER ("Randall Eller"), an unmarried person who is not part of a civil union or domestic partnership and WESCOR FARMING, LLC, a Virginia limited liability company ("Wescor Farming, LLC") (Randall Eller and Wescor Farming, LLC are herein individually and collectively, "Borrower") and RABO AGRIFINANCE LLC, a Delaware limited liability company ("Lender") and hereby supersedes any and all previous facility sheets that governed this obligation.

Parties and Lender have entered into a Master Credit Agreement ("MCA") dated June 3, 2019 which may include schedules, addendums, and exhibits thereto. The MCA incorporates by reference and includes a Schedule of Definitions and Covenants ("Schedule of Definitions and Covenants") dated of even date with the MCA and any Applicable Obligor Covenant Schedule. Borrower agrees that Borrower has received and reviewed the Schedule of Definitions and Covenants and any Applicable Obligor Covenant Schedule. All terms, covenants, conditions and restrictions set forth in the MCA are incorporated herein by reference as if fully set forth herein. Capitalized terms contained in this Facility Sheet are used as defined in the Schedule of Definitions and Covenants and any Applicable Obligor Covenant Schedule. Some or all of the capitalized terms defined in the Schedule of Definitions and Covenants are used in this Facility Sheet as so defined and the terms of such Schedule of Definitions and Covenants are incorporated by reference into this Facility Sheet for purposes of so defining the capitalized terms that are used in this Facility Sheet in accordance with the Schedule of Definitions and Covenants. To the extent any term is defined in the Schedule of Definitions and Covenants but is not used in this Facility Sheet or any amendment, modification or supplement to this Facility Sheet, such term shall be deemed to be disregarded, of no meaning and without any effect. Except as otherwise defined in this Facility Sheet, the MCA or in the Schedule of Definitions and Covenants, or unless the context otherwise requires, each term that is used in this Facility Sheet which is defined in Article 9 of the UCC shall have the meaning ascribed to that term in Article 9 of the UCC.

Borrower requests that Lender make a Loan pursuant to this Facility Sheet. Lender agrees to make such Loan, subject to the terms and conditions of this Facility Sheet, the MCA and the Schedule of Definitions and Covenants.

## ARTICLE 1 - PRINCIPAL LOAN TERMS

This Facility Sheet is made and entered on the following Loan terms:

- 1.01 Loan Type: The Loan Type being made pursuant to this Facility Sheet is as follows: Operating Line of Credit 1
- 1.02 The Operating Line of Credit 1. Lender shall extend credit from time to time during the period from the Closing Date to the Operating Line of Credit 1 Maturity Date (that period, including extensions, if any, the "Operating Line of Credit 1 Advance Period") by making Loans to Borrower (each such loan) on a revolving basis.
- 1.03 Maximum Amount. The aggregate unpaid principal balance of the Operating Line of Credit 1 must not exceed the lesser of: (i) \$10,000,000.00 or (ii) the Operating Line of Credit 1 Borrowing Base ("Operating Line of Credit 1 Maximum Amount").
- 1.04 Borrowing Base.
  - (a) "Operating Line of Credit 1 Borrowing Base" means the sum of:
    - (i) 80% of Eligible Accounts Receivable; plus
    - (ii) 75% of the Eligible Cattle Value of Eligible Cattle; plus
    - (iii) 80% of the Value of Eligible Cattle Down Payments; plus
    - (iv) 100% of Eligible Commodity Hedge Accounts; plus
    - (v) 100% of the Eligible Demand Deposit Accounts; plus
    - (vi) 75% of the Value of Eligible Feed and Grain Inventory; plus
    - (vii) 85% of the Eligible Cattle Value of Eligible Hedged Cattle; plus
    - (viii) 100% of Eligible Investment in Growing Crops; plus
    - (ix) 100% of Eligible Packer Accounts Receivables; plus
    - (x) 80% of the Eligible Cattle Value of Eligible Option Protected Cattle; plus
    - (xi) 80% of Eligible Prepaid Feed and Input Expenses; plus
    - (xii) 100% of the Eligible Cattle Value of Eligible Procurement Cattle; minus
    - (xiii) 100% Related Payables and Liabilities; minus
    - (xiv) 100% Book Overdraft/Outstanding Pending Transactions
  - (b) The Operating Line of Credit 1 Borrowing Base for purposes of the initial Loan will be determined by the most recent Borrowing Base Certificate received by Lender, subject however, to adjustments by Lender consistent with this agreement. The Operating Line of Credit 1 Borrowing Base for purposes of subsequent Loans will be determined by Borrower, subject however, to adjustments by Lender consistent with this agreement. Each Loan Request for the Loan will be deemed a representation by Borrower to Lender that the unpaid principal balance of the Line of credit after the requested Loan will not exceed the maximum amount of the Line of credit under this agreement. Notwithstanding the provisions of this section to the contrary, Lender may as a precondition to any Loan require Borrower to deliver to Lender a current Borrowing Base Certificate.
- 1.05 Loans under the Operating Line of Credit 1. Loans under the Operating Line of Credit 1 are subject to Article 3 below. The Operating Line of Credit 1 Loan must be used only for supporting cattle operation.



1.06 **Revolving Nature.** The Operating Line of Credit 1 is a Revolving Line of Credit; and during the Operating Line of Credit 1 Advance Period, subject to the terms and conditions of this Facility Sheet, Borrower may repay principal amounts and reborrow them.

1.07 **Interest Rate.** The unpaid principal balance of Loans under the Operating Line of Credit 1 will bear interest at a rate equal to the one month LIBOR plus 2.750% per annum, Adjusted on the first day of each month but in no event shall the calculated interest rate under this section be less than zero.

1.08 **Required Payments; Maturity Date.**

(a) Borrower shall pay accrued interest on the Operating Line of Credit 1 on September 1, 2019 and on the first day of each March, June, September and December after the Closing Date to the Operating Line of Credit 1 Maturity Date.

(b) The unpaid principal balance of, all unpaid accrued interest on, and other charges under this Facility Sheet with respect to the Operating Line of Credit 1, shall be paid on September 1, 2021 (the "Operating Line of Credit 1 Maturity Date").

1.09 **Prepayments.** Prepayments of the Operating Line of Credit 1 may be made at any time without Prepayment Fee or penalty.

1.10 **The Operating Line of Credit 1 Note.** Loans under the Operating Line of Credit 1 have been or will be evidenced by this Facility Sheet and a promissory note in a form provided by Lender (the "Operating Line of Credit 1 Note").

#### ARTICLE 2 - COVENANTS REGARDING THE LOAN TYPE MADE UNDER THIS FACILITY SHEET

2.01 **Loan Requests.** Each Loan will be made upon the request of Borrower. Each Loan Request (a) must comply with the notice requirements of Article 9 of the MCA; (b) at Lender's option, must be received by Lender before 12:00 noon (St. Louis, Missouri time) on a Business Day which is not less than one Business day prior to the date of the Loan; and (c) must specify the amount of the Loan. No Loan will be made if the Interest Rate for that Loan would exceed the Maximum Rate, or, subject to the terms of this section, if the amount would exceed the Operating Line of Credit 1 Maximum Amount under the terms of this Facility Sheet. Each Loan Request will be irrevocable. Notwithstanding the provisions of this section to the contrary, Lender may approve Loan Requests for Loans which exceed the Operating Line of Credit 1 Maximum Amount under the terms of this Facility Sheet. Each Permitted Over-Advance will, unless otherwise agreed by Lender, bear interest at the rate otherwise applicable to a Loan made pursuant to such Loan Request, and be subject to the provisions of Section 3.09 of the MCA requiring payment of principal and interest upon demand and all other terms and provisions of this Facility Sheet otherwise applicable to such Loan.

2.02 **Prepayments Generally.** Borrower shall have the option of making any Prepayment subject to payment of all amounts then due Lender under this Facility Sheet. Each Prepayment of a portion of the Loan will be applied to the most remote payment of the principal due under this Facility Sheet. If Lender receives any Prepayment which it is permitted to refuse, Lender may accept the Prepayment; except that Lender may, as a condition of acceptance, require the payment of interest which would accrue on the amount Prepaid through the date when Lender would be obligated to accept the Prepayment, or the date the principal amount Prepaid would be due under this Facility Sheet, whichever is earlier.

2.03 **Default Rate.** Upon the occurrence of an Event of Default, the principal balance of the Loan and, to the extent permitted by Applicable Law, all other Loan Obligations shall, from the date of the Event of Default until the date Lender notifies Borrower that it is waived or cured or all Loan Obligations are paid in full, bear interest at the Operating Line of Credit 1 Default Rate. Subject to the provisions of the Schedule of Definitions and Covenants and this Facility Sheet, the "Operating Line of Credit 1 Default Rate" means the rate applicable to the unpaid principal balance of the Operating Line of Credit 1 plus 10.000% per annum. Interest payable at the Operating Line of Credit 1 Default Rate shall be paid from time to time on demand, or if not sooner demanded, on the first day of each month. The provisions of this section may result in compounding of interest. The provisions of this section will neither constitute a waiver of any Event of Default nor require the declaration of an Event of Default.

#### ARTICLE 3 - CONDITIONS

3.01 **Conditions of the Loan.** Lender's obligation to make the Loan(s) is subject to the following conditions precedent:

(a) Lender has received a Borrowing Base Certificate and

(b) reimbursement of Lender's out of pocket expenses, including Legal Fees and any fees and costs payable by Lender as set forth in the MCA or any amendment, modification or supplement thereto, incurred in connection with the underwriting of the Loans or the Closing.

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(a) Lender shall receive a Loan Request;

(b) the following statements are correct (and Borrower will be deemed to represent to Lender that those representations are correct) as of the Drawdown Date: (i) the representations and warranties in the Loan Documents are correct as though made on that date; (ii) no Event of Default or event which, with the passage of time or the giving of notice would constitute an Event of Default, has occurred and remains uncured or would result from the additional Loan; (iii) there has been no change in the financial condition of Borrower since the effective date of this Facility Sheet, that would have a Material Adverse Effect on Borrower; and (iv) the unpaid principal amount of all outstanding Loans under the Operating Line of Credit 1 facility under which those Loans are made, together with the amount of that additional Loan does not exceed the Operating Line of Credit 1 Maximum Amount thereof under the terms of this Facility Sheet;

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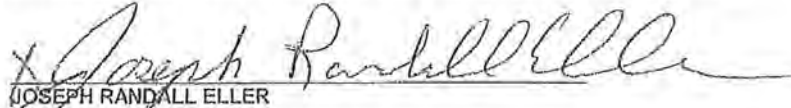
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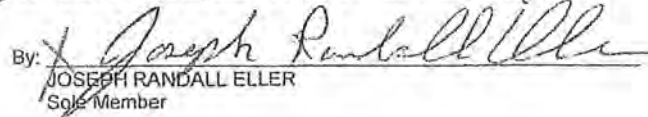
BORROWER AND GRANTOR UNDER THE MASTER SECURITY AGREEMENT:

Address for Notices:  
192 Summer St  
Jefferson, NC 28640

  
JOSEPH RANDALL ELLER

Address for Notices:  
407 Lumber Lane  
Independence, VA 24348

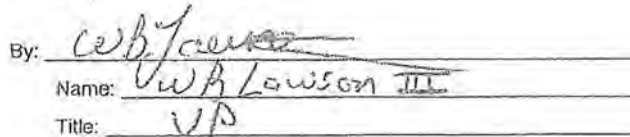
WESCOR FARMING, LLC, a Virginia limited liability company

By:   
JOSEPH RANDALL ELLER  
Sole Member

LENDER:

Address for Notices:  
14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attention: Loan Closing Department

RABO AGRIFINANCE LLC

By:   
Name: W.B. Lawson III  
Title: VP

SCHEDULE 1

Covenants

Until such time as all Obligations have been paid in full and Lender has no obligation to make additional Loans:



SCHEDULE 2

Reporting Requirements

2.01 Reporting Requirements. Borrower shall furnish to Lender:

- (a) no later than 30 days after the end of each month, a Borrowing Base Certificate current as of the end of that month;
- (b) promptly upon receipt, copies of all Notices, orders, or other communications regarding (i) any enforcement action by any Governmental Authority relating to health, safety, the environment, or any Hazardous Substances with regard to Borrower's property, activities, or operations, or (ii) any claim against Borrower regarding Hazardous Substances;
- (c) promptly upon Lender's request, all other books, records, statements, lists of property and accounts, budgets, forecasts, reports, records or other information pertaining to the condition or operations of Borrower requested by Lender.

SCHEDULE 3

STATE SPECIFIC ADDENDUM

1.01 **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

1.02 **Business Loan.** Borrower acknowledges that the proceeds of the Loan are primarily for agricultural, commercial, investment or business purposes, and are not for a consumer transaction.



**FACILITY SHEET****(OPERATING LINE OF CREDIT 1)**

This Facility Sheet (as may be amended, modified or supplemented from time to time, referred to herein as this "Facility Sheet") is dated as of November 16, 2021 and is with regard to Facility Loan No. 22117154 between JOSEPH RANDALL ELLER ("Randall Eller"), an unmarried person who is not part of a civil union or domestic partnership and WESCOR FARMING, LLC, a Virginia limited liability company ("Wescor Farming, LLC") (Randall Eller and Wescor Farming, LLC are herein individually and collectively, "Borrower") and RABO AGRIFINANCE LLC, a Delaware limited liability company ("Lender") and hereby supersedes any and all previous facility sheets that governed this obligation.

Parties and Lender have entered into a Master Credit Agreement ("MCA") dated June 3, 2019 which may include schedules, addendums, and exhibits thereto. The MCA incorporates by reference and includes a Schedule of Definitions and Covenants ("Schedule of Definitions and Covenants") dated of even date with the MCA and any Applicable Obligor Covenant Schedule. Borrower agrees that Borrower has received and reviewed the Schedule of Definitions and Covenants and any Applicable Obligor Covenant Schedule. All terms, covenants, conditions and restrictions set forth in the MCA are incorporated herein by reference as if fully set forth herein. Capitalized terms contained in this Facility Sheet are used as defined in the Schedule of Definitions and Covenants and any Applicable Obligor Covenant Schedule. Some or all of the capitalized terms defined in the Schedule of Definitions and Covenants are used in this Facility Sheet as so defined and the terms of such Schedule of Definitions and Covenants are incorporated by reference into this Facility Sheet for purposes of so defining the capitalized terms that are used in this Facility Sheet in accordance with the Schedule of Definitions and Covenants. To the extent any term is defined in the Schedule of Definitions and Covenants but is not used in this Facility Sheet or any amendment, modification or supplement to this Facility Sheet, such term shall be deemed to be disregarded, of no meaning and without any effect. Except as otherwise defined in this Facility Sheet, the MCA or in the Schedule of Definitions and Covenants, or unless the context otherwise requires, each term that is used in this Facility Sheet which is defined in Article 9 of the UCC shall have the meaning ascribed to that term in Article 9 of the UCC.

Borrower requests that Lender make a Loan pursuant to this Facility Sheet. Lender agrees to make such Loan, subject to the terms and conditions of this Facility Sheet, the MCA and the Schedule of Definitions and Covenants.

**ARTICLE 1 - PRINCIPAL LOAN TERMS**

This Facility Sheet is made and entered on the following Loan terms:

**1.01 Loan Type:** The Loan Type being made pursuant to this Facility Sheet is as follows: Operating Line of Credit 1

**1.02 The Operating Line of Credit 1.** Lender shall extend credit from time to time during the period from the Closing Date to the Operating Line of Credit 1 Maturity Date (that period, including extensions, if any, the "Operating Line of Credit 1 Advance Period") by making Loans to Borrower (each such loan) on a revolving basis.

**1.03 Maximum Amount.** The aggregate unpaid principal balance of the Operating Line of Credit 1 must not exceed the lesser of: (i) \$10,000,000.00 or (ii) the Operating Line of Credit 1 Borrowing Base ("Operating Line of Credit 1 Maximum Amount").

**1.04 Borrowing Base.**

(a) "Operating Line of Credit 1 Borrowing Base" means the sum of:

- (i) 80% of Eligible Accounts Receivable; plus
- (ii) 75% of the Eligible Cattle Value of Eligible Cattle; plus
- (iii) 80% of the Value of Eligible Cattle Down Payments; plus
- (iv) 100% of Eligible Commodity Hedge Accounts; plus
- (v) 100% of the Eligible Demand Deposit Accounts; plus
- (vi) 75% of the Value of Eligible Feed and Grain Inventory; plus
- (vii) 85% of the Eligible Cattle Value of Eligible Hedged Cattle; plus
- (viii) 100% of Eligible Investment in Growing Crops; plus
- (ix) 100% of Eligible Packer Accounts Receivables; plus
- (x) 80% of the Eligible Cattle Value of Eligible Option Protected Cattle; plus
- (xi) 80% of Eligible Prepaid Feed and Input Expenses; plus
- (xii) 100% of the Eligible Cattle Value of Eligible Procurement Cattle; minus
- (xiii) 100% Related Payables and Liabilities; minus
- (xiv) 100% Book Overdraft/Outstanding Pending Transactions

(b) The Operating Line of Credit 1 Borrowing Base for purposes of the initial Loan will be determined by the most recent Borrowing Base Certificate received by Lender, subject however, to adjustments by Lender consistent with this agreement. The Operating Line of Credit 1 Borrowing Base for purposes of subsequent Loans will be determined by Borrower, subject however, to adjustments by Lender consistent with this agreement. Each Loan Request for the Loan will be deemed a representation by Borrower to Lender that the unpaid principal balance of the Line of credit after the requested Loan will not exceed the maximum amount of the Line of credit under this agreement. Notwithstanding the provisions of this section to the contrary, Lender may as a precondition to any Loan require Borrower to deliver to Lender a current Borrowing Base Certificate.

**1.05 Loans under the Operating Line of Credit 1.** Loans under the Operating Line of Credit 1 are subject to Article 3 below. The Operating Line of Credit 1 Loan must be used only for supporting cattle operation.



1.06 **Revolving Nature.** The Operating Line of Credit 1 is a Revolving Line of Credit; and during the Operating Line of Credit 1 Advance Period, subject to the terms and conditions of this Facility Sheet, Borrower may repay principal amounts and reborrow them.

1.07 **Interest Rate.** The unpaid principal balance of Loans under the Operating Line of Credit 1 will bear interest at a rate equal to the one month LIBOR plus 2.750% per annum, Adjusted on the first day of each month but in no event shall the calculated interest rate under this section be less than zero.

1.08 **Required Payments; Maturity Date.**

(a) Borrower shall pay accrued interest on the Operating Line of Credit 1 on September 1, 2019 and on the first day of each March, June, September and December after the Closing Date to the Operating Line of Credit 1 Maturity Date.

(b) The unpaid principal balance of, all unpaid accrued interest on, and other charges under this Facility Sheet with respect to the Operating Line of Credit 1, shall be paid on May 1, 2022 (the "Operating Line of Credit 1 Maturity Date").

1.09 **Prepayments.** Prepayments of the Operating Line of Credit 1 may be made at any time without Prepayment Fee or penalty.

1.10 **The Operating Line of Credit 1 Note.** Loans under the Operating Line of Credit 1 have been or will be evidenced by this Facility Sheet and a promissory note in a form provided by Lender (the "Operating Line of Credit 1 Note").

**ARTICLE 2 - COVENANTS REGARDING THE LOAN TYPE MADE UNDER THIS FACILITY SHEET**

2.01 **Loan Requests.** Each Loan will be made upon the request of Borrower. Each Loan Request (a) must comply with the notice requirements of Article 9 of the MCA; (b) at Lender's option, must be received by Lender before 12:00 noon (St. Louis, Missouri time) on a Business Day which is not less than one Business day prior to the date of the Loan; and (c) must specify the amount of the Loan. No Loan will be made if the Interest Rate for that Loan would exceed the Maximum Rate, or, subject to the terms of this section, if the amount would exceed the Operating Line of Credit 1 Maximum Amount under the terms of this Facility Sheet. Each Loan Request will be irrevocable. Notwithstanding the provisions of this section to the contrary, Lender may approve Loan Requests for Loans which exceed the Operating Line of Credit 1 Maximum Amount under the terms of this Facility Sheet. Each Permitted Over-Advance will, unless otherwise agreed by Lender, bear interest at the rate otherwise applicable to a Loan made pursuant to such Loan Request, and be subject to the provisions of Section 3.09 of the MCA requiring payment of principal and interest upon demand and all other terms and provisions of this Facility Sheet otherwise applicable to such Loan.

2.02 **Prepayments Generally.** Borrower shall have the option of making any Prepayment subject to payment of all amounts then due Lender under this Facility Sheet. Each Prepayment of a portion of the Loan will be applied to the most remote payment of the principal due under this Facility Sheet. If Lender receives any Prepayment which it is permitted to refuse, Lender may accept the Prepayment; except that Lender may, as a condition of acceptance, require the payment of interest which would accrue on the amount Prepaid through the date when Lender would be obligated to accept the Prepayment, or the date the principal amount Prepaid would be due under this Facility Sheet, whichever is earlier.

2.03 **Default Rate.** Upon the occurrence of an Event of Default, the principal balance of the Loan and, to the extent permitted by Applicable Law, all other Loan Obligations shall, from the date of the Event of Default until the date Lender notifies Borrower that it is waived or cured or all Loan Obligations are paid in full, bear interest at the Operating Line of Credit 1 Default Rate. Subject to the provisions of the Schedule of Definitions and Covenants and this Facility Sheet, the "Operating Line of Credit 1 Default Rate" means the rate applicable to the unpaid principal balance of the Operating Line of Credit 1 plus 10.000% per annum. Interest payable at the Operating Line of Credit 1 Default Rate shall be paid from time to time on demand, or if not sooner demanded, on the first day of each month. The provisions of this section may result in compounding of interest. The provisions of this section will neither constitute a waiver of any Event of Default nor require the declaration of an Event of Default.

**ARTICLE 3 - CONDITIONS**

3.01 **Conditions of the Loan.** Lender's obligation to make the Loan(s) is subject to the following conditions precedent:

(a) Lender has received a Borrowing Base Certificate and

(b) reimbursement of Lender's out of pocket expenses, including Legal Fees and any fees and costs payable by Lender as set forth in the MCA or any amendment, modification or supplement thereto, incurred in connection with the underwriting of the Loans or the Closing.

3.02 **Borrowing Base Certificate.** The initial Operating Line of Credit 1 Loan is subject to the additional conditions precedent that Lender has received a Borrowing Base Certificate.

3.03 **Additional Loans.** Lender's obligation to make each additional Loan under this Operating Line of Credit 1 is subject to the conditions precedent that on the Drawdown Date:

(a) Lender shall receive a Loan Request;

(b) the following statements are correct (and Borrower will be deemed to represent to Lender that those representations are correct) as of the Drawdown Date: (i) the representations and warranties in the Loan Documents are correct as though made on that date; (ii) no Event of Default or event which, with the passage of time or the giving of notice would constitute an Event of Default, has occurred and remains uncured or would result from the additional Loan; (iii) there has been no change in the financial condition of Borrower since the effective date of this Facility Sheet, that would have a Material Adverse Effect on Borrower; and (iv) the unpaid principal amount of all outstanding Loans under the Operating Line of Credit 1 facility under which those Loans are made, together with the amount of that additional Loan does not exceed the Operating Line of Credit 1 Maximum Amount thereof under the terms of this Facility Sheet;

**ARTICLE 4 - REPRESENTATIONS AND WARRANTIES**

Until such time as all Obligations have been paid in full and Lender has no obligation to make any additional advance under the Loan, Borrower (or the Person or Persons being one or more of the Borrowers as may be specifically named in any of the following representations and covenants) agrees to and makes the following representations and covenants:

4.01 **Master Credit Agreement Representations.** Borrower re-makes and confirms all of Borrower Representations set forth in the MCA.



4.02 **Entire Agreement.** This Facility Sheet and the other Loan Documents, collectively: (i) represent the sum of the understandings and agreements between Lender and Borrower concerning this credit; (ii) replace any prior oral or written agreements between Lender and Borrower concerning this credit; and (iii) are intended by Lender and Borrower as the final, complete and exclusive statement of the terms agreed to by them.

4.03 **Covenants.** Borrower hereby makes and agrees to be bound by all of the Covenants as set forth on Schedule 1 attached hereto and made a part hereof.

4.04 **Reporting Requirements.** Borrower hereby makes and agrees to be bound by all of the Reporting Requirements as set forth on Schedule 2 attached hereto and made a part hereof.

4.05 **WAIVER OF PRIOR CLAIMS.** BORROWER WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND ITS MERGED PREDECESSOR, AG SERVICES OF AMERICA, INC., THE SUBSIDIARY OF SUCH PREDECESSOR, AG ACCEPTANCE CORPORATION, AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS FACILITY SHEET, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION.

4.06 **Expenses.** The Borrower shall pay within ten (10) Business Days after demand from Lender, all costs and expenses incurred (or reimburse Lender for payment of) in connection with the preparation, execution, delivery, filing, and administration of this Facility Sheet (including, without limitation, Legal Fees incurred in connection with the preparation of this Facility Sheet and advising the Lender as to its rights, and the cost of any credit verification reports or field examinations of the Borrower's properties or books and records).

4.07 **State Specific Addendum.** The following state specific language is hereby added to this Facility Sheet as set forth on Schedule 3 attached hereto and made a part hereof.

4.08 **Counterpart Execution.** This Facility Sheet may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. The counterparts of the Facility Sheet may be executed by electronic signature and delivered by email or facsimile, so long as such method of execution and delivery is acceptable to Lender in Lender's sole discretion.

**BORROWER AND GRANTOR UNDER THE MASTER SECURITY AGREEMENT:**

Address for Notices:  
192 Summer St  
Jefferson, NC 28640

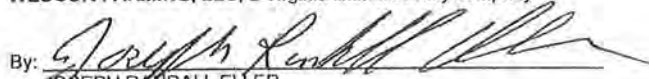
Alternate address for notice by U.S. Mail:  
604 West Main St  
Independence, VA 24348

Address for Notices:  
207 East Main St.  
Independence, VA 24348

Alternate address for notice by U.S. Mail:  
604 West Main St  
Independence, VA 24348

  
JOSEPH RANDALL ELLER


**WESCOR FARMING, LLC, a Virginia limited liability company**

By:   
JOSEPH RANDALL ELLER  
Sole Member

**LENDER:**

**RABO AGRIFINANCE LLC**

Address for Notices:  
14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attention: Loan Closing Department

By:   
Name: W.B. Lawson III  
Title: VP

SCHEDULE 1

Covenants

Until such time as all Obligations have been paid in full and Lender has no obligation to make additional Loans:

SCHEDULE 2

Reporting Requirements

2.01 Reporting Requirements. Borrower shall furnish to Lender:

(a) no later than 30 days after the end of each Borrower fiscal quarter, a Borrowing Base Certificate current as of the end of that Borrower fiscal quarter;

(b) promptly upon receipt, copies of all Notices, orders, or other communications regarding (i) any enforcement action by any Governmental Authority relating to health, safety, the environment, or any Hazardous Substances with regard to Borrower's property, activities, or operations, or (ii) any claim against Borrower regarding Hazardous Substances;

(c) promptly upon Lender's request, all other books, records, statements, lists of property and accounts, budgets, forecasts, reports, records or other information pertaining to the condition or operations of Borrower requested by Lender.



SCHEDULE 3

STATE SPECIFIC ADDENDUM

1.01 **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

1.02 **Business Loan.** Borrower acknowledges that the proceeds of the Loan are primarily for agricultural, commercial, investment or business purposes, and are not for a consumer transaction.

FACILITY SHEET(OPERATING LINE OF CREDIT 1)

This Facility Sheet (as may be amended, modified or supplemented from time to time, referred to herein as this "Facility Sheet") is dated as of May 17, 2022 and is with regard to Facility Loan No. 22117154 between JOSEPH RANDALL ELLER ("Randall Eller"), an unmarried person who is not part of a civil union or domestic partnership and WESCOR FARM OPERATIONS, LLC fka WESCOR FARMS, LLC, a Virginia limited liability company ("Wescor Farm Operations, LLC") (Randall Eller and Wescor Farm Operations, LLC are herein individually and collectively, "Borrower") and RABO AGRIFINANCE LLC, a Delaware limited liability company ("Lender") and hereby supersedes any and all previous facility sheets that governed this obligation.

Parties and Lender have entered into a Master Credit Agreement ("MCA") dated June 3, 2019 which may include schedules, addendums, and exhibits thereto. The MCA incorporates by reference and includes a Schedule of Definitions and Covenants ("Schedule of Definitions and Covenants") dated of even date with the MCA and any Applicable Obligor Covenant Schedule. Borrower agrees that Borrower has received and reviewed the Schedule of Definitions and Covenants and any Applicable Obligor Covenant Schedule. All terms, covenants, conditions and restrictions set forth in the MCA are incorporated herein by reference as if fully set forth herein. Capitalized terms contained in this Facility Sheet are used as defined in the Schedule of Definitions and Covenants and any Applicable Obligor Covenant Schedule. Some or all of the capitalized terms defined in the Schedule of Definitions and Covenants are used in this Facility Sheet as so defined and the terms of such Schedule of Definitions and Covenants are incorporated by reference into this Facility Sheet for purposes of so defining the capitalized terms that are used in this Facility Sheet in accordance with the Schedule of Definitions and Covenants. To the extent any term is defined in the Schedule of Definitions and Covenants but is not used in this Facility Sheet or any amendment, modification or supplement to this Facility Sheet, such term shall be deemed to be disregarded, of no meaning and without any effect. Except as otherwise defined in this Facility Sheet, the MCA or in the Schedule of Definitions and Covenants, or unless the context otherwise requires, each term that is used in this Facility Sheet which is defined in Article 9 of the UCC shall have the meaning ascribed to that term in Article 9 of the UCC.

Borrower requests that Lender make a Loan pursuant to this Facility Sheet. Lender agrees to make such Loan, subject to the terms and conditions of this Facility Sheet, the MCA and the Schedule of Definitions and Covenants.

ARTICLE 1 - PRINCIPAL LOAN TERMS

This Facility Sheet is made and entered on the following Loan terms:

**1.01 Loan Type.** The Loan Type being made pursuant to this Facility Sheet is as follows: Operating Line of Credit 1

**1.02 The Operating Line of Credit 1.** Lender shall extend credit from time to time during the period from the Closing Date to the Operating Line of Credit 1 Maturity Date (that period, including extensions, if any, the "Operating Line of Credit 1 Advance Period") by making Loans to Borrower (each such loan) on a revolving basis.

**1.03 Maximum Amount.** The aggregate unpaid principal balance of the Operating Line of Credit 1 must not exceed the lesser of: (i) \$13,500,000.00 or (ii) the Operating Line of Credit 1 Borrowing Base ("Operating Line of Credit 1 Maximum Amount").

**1.04 Borrowing Base.**

(a) "Operating Line of Credit 1 Borrowing Base" means the sum of:

- (i) 80% of Eligible Accounts Receivable; plus
- (ii) 75% of the Eligible Cattle Value of Eligible Cattle; plus
- (iii) 80% of the Value of Eligible Cattle Down Payments; plus
- (iv) 100% of Eligible Commodity Hedge Accounts; plus
- (v) 100% of the Eligible Demand Deposit Accounts; plus
- (vi) 75% of the Value of Eligible Feed and Grain Inventory; plus
- (vii) 85% of the Eligible Cattle Value of Eligible Hedged Cattle; plus
- (viii) 100% of Eligible Investment in Growing Crops; plus
- (ix) 100% of Eligible Packer Accounts Receivables; plus
- (x) 75% of the Eligible Cattle Value of Eligible Pasture Cattle; plus
- (xi) 80% of the Eligible Cattle Value of Eligible Option Protected Cattle; plus
- (xii) 80% of Eligible Prepaid Feed and Input Expenses; plus
- (xiii) 100% of the Eligible Cattle Value of Eligible Procurement Cattle; minus
- (xiv) 100% Related Payables and Liabilities; minus
- (xv) 100% Book Overdraft/Outstanding Pending Transactions
- (xvi) 100% of Cattle Deposits Received

(b) The Operating Line of Credit 1 Borrowing Base for purposes of the initial Loan will be determined by the most recent Borrowing Base Certificate received by Lender, subject however, to adjustments by Lender consistent with this agreement. The Operating Line of Credit 1 Borrowing Base for purposes of subsequent Loans will be determined by Borrower, subject however, to adjustments by Lender consistent with this agreement. Each Loan Request for the Loan will be deemed a representation by Borrower to Lender that the unpaid principal balance of the Line of credit after the requested Loan will not exceed the maximum amount of the Line of credit under this agreement. Notwithstanding the provisions of this section to the contrary, Lender may as a precondition to any Loan require Borrower to deliver to Lender a current Borrowing Base Certificate.



**1.05 Loans under the Operating Line of Credit 1.** Loans under the Operating Line of Credit 1 are subject to Article 3 below. The Operating Line of Credit 1 Loan must be used only for supporting cattle operation.

**1.06 Revolving Nature.** The Operating Line of Credit 1 is a Revolving Line of Credit, and during the Operating Line of Credit 1 Advance Period, subject to the terms and conditions of this Facility Sheet, Borrower may repay principal amounts and reborrow them.

**1.07 Interest Rate.** The unpaid principal balance of Loans under the Operating Line of Credit 1 will bear an Interest Rate equal to the Daily Simple SOFR (the "Index Rate") plus 3.250% per annum, provided that in no event shall the Index Rate be less than the Floor Rate of zero, notwithstanding any contrary Floor Rate provision for Daily Simple SOFR or Term SOFR in the MCA or any amendment, modification or supplement thereto.

**1.08 Required Payments; Maturity Date.**

(a) Borrower shall pay accrued interest on the Operating Line of Credit 1 on August 1, 2022 and on the first day of each February, May, August and November after the Closing Date to the Operating Line of Credit 1 Maturity Date.

(b) The unpaid principal balance of, all unpaid accrued interest on, and other charges under this Facility Sheet with respect to the Operating Line of Credit 1, shall be paid on May 1, 2023 (the "Operating Line of Credit 1 Maturity Date").

**1.09 Prepayments.** Prepayments of the Operating Line of Credit 1 may be made at any time without Prepayment Fee or penalty.

**1.10 The Operating Line of Credit 1 Note.** Loans under the Operating Line of Credit 1 have been or will be evidenced by this Facility Sheet and a promissory note in a form provided by Lender (the "Operating Line of Credit 1 Note").

## **ARTICLE 2 - COVENANTS REGARDING THE LOAN TYPE MADE UNDER THIS FACILITY SHEET**

**2.01 Loan Requests.** Each Loan will be made upon the request of Borrower. Each Loan Request (a) must comply with the notice requirements of Article 9 of the MCA; (b) at Lender's option, must be received by Lender before 12:00 noon (St. Louis, Missouri time) (i) if the Loan is to be a SOFR Rate Loan, on a Business Day which is not less than two Business Days prior to the date of the Loan and (ii) in the case all other Loans, on a Business Day which is not less than one Business day prior to the date of the Loan; and (c) must specify the amount of the Loan. No Loan will be made if the Interest Rate for that Loan would exceed the Maximum Rate, or, subject to the terms of this section, if the amount would exceed the Operating Line of Credit 1 Maximum Amount under the terms of this Facility Sheet. Each Loan Request will be irrevocable. Notwithstanding the provisions of this section to the contrary, Lender may approve Loan Requests for Loans which exceed the Operating Line of Credit 1 Maximum Amount under the terms of this Facility Sheet. Each Permitted Over-Advance will, unless otherwise agreed by Lender, bear interest at the rate otherwise applicable to a Loan made pursuant to such Loan Request, and be subject to the provisions of Section 3.09 of the MCA requiring payment of principal and interest upon demand and all other terms and provisions of this Facility Sheet otherwise applicable to such Loan.

**2.02 Prepayments Generally.** Borrower shall have the option of making any Prepayment subject to payment of all amounts then due Lender under this Facility Sheet. Each Prepayment of a portion of the Loan will be applied to the most remote payment of the principal due under this Facility Sheet. If Lender receives any Prepayment which it is permitted to refuse, Lender may accept the Prepayment; except that Lender may, as a condition of acceptance, require the payment of interest which would accrue on the amount Prepaid through the date when Lender would be obligated to accept the Prepayment, or the date the principal amount Prepaid would be due under this Facility Sheet, whichever is earlier.

**2.03 Default Rate.** Upon the occurrence of an Event of Default, the principal balance of the Loan and, to the extent permitted by Applicable Law, all other Loan Obligations shall, from the date of the Event of Default until the date Lender notifies Borrower that it is waived or cured or all Loan Obligations are paid in full, bear interest at the Operating Line of Credit 1 Default Rate. Subject to the provisions of the Schedule of Definitions and Covenants and this Facility Sheet, the "Operating Line of Credit 1 Default Rate" means the rate applicable to the unpaid principal balance of the Operating Line of Credit 1 plus 10.000% per annum. Interest payable at the Operating Line of Credit 1 Default Rate shall be paid from time to time on demand, or if not sooner demanded, on the first day of each month. The provisions of this section may result in compounding of interest. The provisions of this section will neither constitute a waiver of any Event of Default nor require the declaration of an Event of Default.

## **ARTICLE 3 - CONDITIONS**

**3.01 Conditions of the Loan.** Lender's obligation to make the Loan(s) is subject to the following conditions precedent:

(a) Lender has received a Borrowing Base Certificate and

(b) reimbursement of Lender's out of pocket expenses, including Legal Fees and any fees and costs payable by Lender as set forth in the MCA or any amendment, modification or supplement thereto, incurred in connection with the underwriting of the Loans or the Closing.

**3.02 Borrowing Base Certificate.** The initial Operating Line of Credit 1 Loan is subject to the additional conditions precedent that Lender has received a Borrowing Base Certificate.

**3.03 Additional Loans.** Lender's obligation to make each additional Loan under this Operating Line of Credit 1 is subject to the conditions precedent that on the Drawdown Date:

(a) Lender shall receive a Loan Request;

(b) the following statements are correct (and Borrower will be deemed to represent to Lender that those representations are correct) as of the Drawdown Date: (i) the representations and warranties in the Loan Documents are correct as though made on that date; (ii) no Event of Default or event which, with the passage of time or the giving of notice would constitute an Event of Default, has occurred and remains uncured or would result from the additional Loan; (iii) there has been no change in the financial condition of Borrower since the effective date of this Facility Sheet, that would have a Material Adverse Effect on Borrower; and (iv) the unpaid principal amount of all outstanding Loans under the Operating Line of Credit 1 facility under which those Loans are made, together with the amount of that additional Loan does not exceed the Operating Line of Credit 1 Maximum Amount thereof under the terms of this Facility Sheet;

## **ARTICLE 4 - REPRESENTATIONS AND WARRANTIES**



Until such time as all Obligations have been paid in full and Lender has no obligation to make any additional advance under the Loan, Borrower (or the Person or Persons being one or more of the Borrowers as may be specifically named in any of the following representations and covenants) agrees to and makes the following representations and covenants:

**4.01 Master Credit Agreement Representations.** Borrower re-makes and confirms all of Borrower Representations set forth in the MCA.

**4.02 Entire Agreement.** This Facility Sheet and the other Loan Documents, collectively: (i) represent the sum of the understandings and agreements between Lender and Borrower concerning this credit; (ii) replace any prior oral or written agreements between Lender and Borrower concerning this credit; and (iii) are intended by Lender and Borrower as the final, complete and exclusive statement of the terms agreed to by them.

**4.03 Covenants.** Borrower hereby makes and agrees to be bound by all of the Covenants as set forth on Schedule 1 attached hereto and made a part hereof.

**4.04 Reporting Requirements.** Borrower hereby makes and agrees to be bound by all of the Reporting Requirements as set forth on Schedule 2 attached hereto and made a part hereof.

**4.05 WAIVER OF PRIOR CLAIMS.** BORROWER WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND ITS MERGED PREDECESSOR, AG SERVICES OF AMERICA, INC., THE SUBSIDIARY OF SUCH PREDECESSOR, AG ACCEPTANCE CORPORATION, AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS FACILITY SHEET, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION.

**4.06 Expenses.** The Borrower shall pay within ten (10) Business Days after demand from Lender, all costs and expenses incurred (or reimburse Lender for payment of) in connection with the preparation, execution, delivery, filing, and administration of this Facility Sheet (including, without limitation, Legal Fees incurred in connection with the preparation of this Facility Sheet and advising the Lender as to its rights, and the cost of any credit verification reports or field examinations of the Borrower's properties or books and records).

**4.07 State Specific Addendum.** The following state specific language is hereby added to this Facility Sheet as set forth on Schedule 3 attached hereto and made a part hereof.

**4.08 Counterpart Execution.** This Facility Sheet may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. The counterparts of the Facility Sheet may be executed by electronic signature and delivered by email or facsimile, so long as such method of execution and delivery is acceptable to Lender in Lender's sole discretion.

**BORROWER AND GRANTOR UNDER THE MASTER SECURITY AGREEMENT:**


Address for Notices:  
192 Summer St  
Jefferson, NC 28640

Alternate address for notice by U.S. Mail:  
604 West Main St  
Independence, VA 24348

Address for Notices:

207 East Main St.  
Independence, VA 24348

Alternate address for notice by U.S. Mail:  
604 West Main St  
Independence, VA 24348

  
JOSEPH RANDALL ELLER

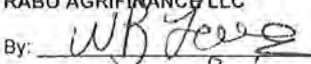
WESCOR FARM OPERATIONS, LLC fka WESCOR FARMS, LLC, a  
Virginia limited liability company

By:   
JOSEPH RANDALL ELLER  
Sole Member

**LENDER:**

Address for notices:  
14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attention: Loan Operations

RABO AGRIFINANCE LLC

By:   
Name: W.B. Lawson III  
Title: VP

SCHEDULE 1

Covenants

Until such time as all Obligations have been paid in full and Lender has no obligation to make additional Loans;

**SCHEDULE 2**

**Reporting Requirements**

**2.01**     **Reporting Requirements.** Borrower shall furnish to Lender:

- (a)     no later than 30 days after the end of each month, a Borrowing Base Certificate current as of the end of that month;
- (b)     promptly upon receipt, copies of all Notices, orders, or other communications regarding (i) any enforcement action by any Governmental Authority relating to health, safety, the environment, or any Hazardous Substances with regard to Borrower's property, activities, or operations, or (ii) any claim against Borrower regarding Hazardous Substances;
- (c)     promptly upon Lender's request, all other books, records, statements, lists of property and accounts, budgets, forecasts, reports, records or other information pertaining to the condition or operations of Borrower requested by Lender.



SCHEDULE 3

STATE SPECIFIC ADDENDUM

1.01 **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

1.02 **Business Loan.** Borrower acknowledges that the proceeds of the Loan are primarily for agricultural, commercial, investment or business purposes, and are not for a consumer transaction.

